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14 Attorneys for Defendants
JOHN PAPPAS III, PM CORPORATE GROUP,
15 INC., DOME PRINTING AND PACKAGING, LLC
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17 UNITED STATES DISTRICT COURT
18 EASTERN DISTRICT OF CALIFORNIA
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20 R. R. DONNELLEY & SONS COMPANY, a
Delaware corporation,

21 Plaintiff,

22 v.

23 JOHN PAPPAS III, an individual, MERILIZ,
INC., dba DOME PRINTING, PM
CORPORATE GROUP, INC. dba PM
24 PACKAGING, DOME PRINTING AND
PACKAGING, LLC and DOES 1-10,
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26 Defendant.
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Case No. 2:21-cv-00753-DJC-AC

**STIPULATION FOR ENTRY OF
PERMANENT INJUNCTION AND
ORDER THEREON**

1 Plaintiff R.R. Donnelley & Sons Company ("RRD") and Defendants JOHN PAPPAS III
2 ("Pappas"), PM CORPORATE GROUP, INC. ("PMC"), DOME PRINTING AND
3 PACKAGING, LLC ("DPP") (collectively "Defendants") (RRD and the Defendants are
4 collectively referred to as the "Parties"), by and through their respective counsel, hereby
5 stipulate as follows:

- 6 1. WHEREAS, Pappas is a former employee of RRD;
- 7 2. WHEREAS, RRD filed a Complaint against Pappas in the above-captioned
8 matter on April 26, 2021, alleging, among other things, misappropriation of trade secrets and
9 computer crimes in violation of California Penal Code Section 502(c);
- 10 3. WHEREAS, RRD has alleged that Pappas disclosed and used RRD
11 confidential information on behalf of Meriliz Inc., DPP, and PMC;
- 12 4. WHEREAS, the Parties attended mediation on June 27, 2024, and a settlement
13 was reached; and
- 14 5. WHEREAS, as a necessary element of the Parties' settlement agreement, and
15 in order to resolve RRD's claims against Defendants, the Parties have agreed to the following
16 terms of a stipulated permanent injunction.

17 Now, therefore, **IT IS STIPULATED** between RRD and Defendants, based on the
18 record in this matter and the recitals contained above, that RRD and Defendants jointly move
19 this Court for entry of a Permanent Injunction:

- 20 a. Pappas will not use or disclose any RRD information (i.e., any information Pappas
21 obtained from RRD's systems);
- 22 b. Pappas will diligently search for and then return any such RRD information (i.e.,
23 any information Pappas obtained from RRD's systems) in his possession, and should he
24 subsequently discover any such information in his possession, he will immediately return it.

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1 Dated: September 11, 2024

LITTLER MENDELSON P.C.

2 /s/ Derek S. Hecht

3 Mark A. Romeo
4 Derek S. Hecht
5 Linde K. Blocher

6 Attorneys for Plaintiff
7 R. R. Donnelley & Sons Company

8 Dated: September 11, 2024

GAVRILOV & BROOKS

9 /s/ Matthew R. Richard

10 J. Edward Brooks
11 Matthew R. Richard
12 Attorneys for Defendants
13 John Pappas III; PM Corporate Group, Inc;
14 and Dome Printing and Packaging, LLC
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ORDER

Based on the Parties' stipulation as set forth above, and the Court's independent review of the record on file in this case, and Good Cause appearing therefore,

IT IS ORDERED.

Dated: September 13, 2024

/s/ Daniel J. Calabretta

THE HONORABLE DANIEL J. CALABRETTA
UNITED STATES DISTRICT JUDGE